

**Electronically Recorded**

Official Public Records

Tarrant County Texas

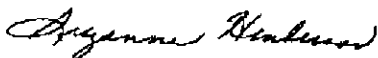
2009 Feb 26 10:28 AM

Fee: \$ 20.00

Submitter: SIMPLIFILE

**D209051999**

2 Pages



Suzanne Henderson

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: 1) YOUR SOCIAL SECURITY NUMBER OR 2) YOUR DRIVER'S LICENSE NUMBER.

**REVIVAL OF OIL AND GAS LEASE**

STATE OF TEXAS

COUNTY OF TARRANT

WHEREAS, under date of August 17<sup>th</sup>, 2006, **Dwaine S. Hutchinson and Dianna K. Hutchinson** ("Lessor"), executed an Oil, Gas and Mineral Lease in favor of Hollis R. Sullivan, Inc., a Memorandum of which is recorded under Document No. D206327306 of the Official Public Records of Tarrant County, Texas (the "Lease");

WHEREAS, said lease and all rights and privileges thereunder are now owned and held by XTO Energy Inc. ("Lessee");

WHEREAS, the Lease covers and affects 0.5442 acres of land, more or less in Tarrant County, Texas, as more particularly described in the Lease;

WHEREAS, the Lease may have been invalid at the time it was executed or may have terminated by its term, and the Lessor now hereby desires to adopt, revive and confirm the Lease.

NOW THEREFORE, for and in consideration of the premises and One Dollar (\$1.00) and other valuable consideration in hand paid, the receipt of which are hereby acknowledged and confessed, the Lessor does hereby adopt, revive and confirm the Lease as to all of the terms and provisions therein, and does hereby lease, grant, demise and let the interest of the Lessor in all of the land covered by the Lease unto the Lessee, its successors and assigns, in accordance with all of the terms and provisions of the Lease.

It is expressly understood and agreed, however, that notwithstanding anything to the contrary herein contained, it is not the intention of the Lessor, and this instrument shall not be so construed to communitize the royalty interest of the Lessor in any tract covered by the Lease with any other tract of land covered by the Lease which has a different royalty ownership, now or hereafter, whether as to parties or amounts, from the royalty ownership in the tract of land in which the Lessor owns a royalty interest.

The Lessor hereby further declares that the Lease in all of its terms and provisions is a valid and subsisting oil, gas and mineral lease, and declares that the Lease is binding upon the Lessor, and the Lessor's successors and assigns.

D209051999

IN WITNESS WHEREOF, this Revival is executed on this 25 day of February, 2009, but shall be effective as of August 17<sup>th</sup>, 2006.

LESSOR:

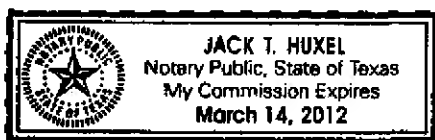
  
DWAINE S. HUTCHINSON

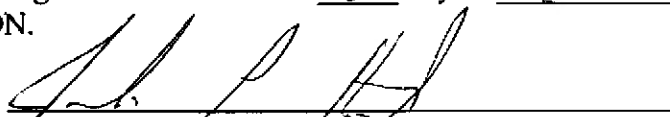
  
DIANNA K. HUTCHINSON

STATE OF TEXAS ~

COUNTY OF TARRANT ~

This instrument was acknowledged before me on the 25 day of February, 2009, by DWAINE S. HUTCHINSON.

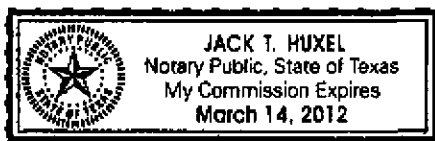


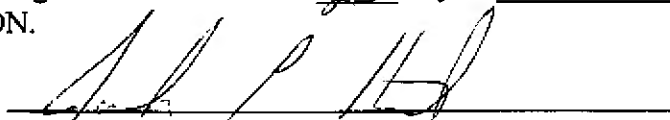
  
Notary Public, State of Texas

STATE OF TEXAS ~

COUNTY OF TARRANT ~

This instrument was acknowledged before me on the 25 day of February, 2009, by DIANNA K. HUTCHINSON.



  
Notary Public, State of Texas